DELPHI PARSER - PACIFITY Technologies Ltd.
General Terms and Conditions for Software License

These General Terms and Conditions including appendices (the "Terms and Conditions" or "Agreement") is a legal agreement between you (either an individual or a single legal entity) (â€œCustomerâ€) and PACIFITY Technologies Ltd. ("Company") for the Software with which this Agreement is delivered.
By installing, downloading, copying, accessing or otherwise using the Software, you, the Customer, agree to be bound by these Terms and Conditions.
If you are entering this Agreement on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms and Conditions, in which case the terms "You" or "Your" shall refer to such entity and its affiliates.
IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, THEN DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.
If you installing, downloading, copying, accessing or otherwise using the Software for evaluation purposes, these Terms and Conditions also governs that evaluation use.
These General Terms and Conditions is a license from Company and not a sale of goods. These General Terms and Conditions give you (hereinafter referred to as the â€œCustomerâ€) certain limited rights to use the Company's proprietary Software.
All rights not specifically granted in these General Terms and Conditions are reserved to Company.

1.   Introductions and Definitions

1.1.   These Terms and Conditions apply between the Company and the Customer, with regard to the Company Software ("Software") and the Service Products (as defined below) referred to in the Order Form as defined below. The Customer confirms that it understands and agrees to be bound by these Terms and Conditions with respect to all use and handling of the Software and the Service Products.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between Customer and the Company from time to time. Order Forms shall become effective when agreed to by both parties or when submitted using the standard form through Companyâ€™s website. All Order Forms shall be deemed incorporated herein by reference.

1.2.   The Order Form contains a description of the "Software" or, as applicable, the "Service Products" ordered, which is a computer program in machine-readable form (or in any other form agreed upon by the Parties) including specifications, documentation and material provided by Company. The Software and Service Products includes each software program and any updated, improved or otherwise modified version(s) thereof furnished by Company pursuant to a product/service quotation or an order from Customer for Customerâ€™s sole and exclusive use. The Order Form also specifies the fees for the Software/Service Products. The term â€œSoftwareâ€ and "Service Products" also includes all of the user, reference, operating, training or related information supplied by the Company in printed or electronic form including revisions, new and corrected document.

2.   Grant of License

2.1.   The Customer obtains a non-exclusive right to use the Software and, as applicable, the Service Products ("License").

2.2.   The License is non-exclusive, non-transferable license to use the Software and, as applicable, the Service Products as provided herein.

3.   The Fee

3.1.   The License is conditioned upon the Customer having paid the applicable fees stated in the Order Form or otherwise agreed in writing between Company and the Customer.

3.2.   The fee is exclusive of any VAT or similar taxes or public duties and fees. All such taxes, duties and fees shall be paid by the Customer.

4.   Scope of the License

4.1.   The Customer may use, access, display, run or otherwise interact with one copy of the Software and, as applicable, the Service Products, or any prior version for the same operating system, on a single computer, workstation, terminal, handheld PC, pager, â€œsmart phoneâ€ , or other digital electronic device (â€œcomputerâ€). If the License is a single user-license, the Customer may use only the licensed copy of the Software and, as applicable, the Service Products for

processing of data. If the License is a several user-license, the Customer may use as many copies of the Software and, as applicable, the Service Products as corresponds to the number of user licenses.

4.2.   Customer may not reverse engineer, decompile, disassemble, alter, modify, or create any derivative works of the Software and, as applicable, the Service Products except to the extent permitted in this Agreement.

4.3.   Customer not sell, rent, host, lease, sub-license, lend, timeshare, transfer, or otherwise provide unlicensed third parties access to the Software and, as applicable, the Service Products.

4.4.   The Customer may store or install a copy of the Software and, as applicable, the Service Products on a storage device, such as a network server, used solely to run the Software and, as applicable, the Service Products on the Customer's other computers over an internal network; however the Customer must acquire and dedicate a license for each separate computer that may access the Software and, as applicable, the Service Products from the storage device. A single-user license for the Software or, as applicable, the Service Products may not be shared or used concurrently on different computers.

4.5.   The Customer shall introduce routines and control functions in order to ensure that the number of computers that may access the Software and, as applicable, the Service Products do not exceed the number of Licenses granted according to the Order Form.

4.6.   Copies of the Software and, as applicable, the Service Products may be made for safety or archival purposes only, and for no other purpose whatsoever. These Terms and Conditions shall apply also to such copies.

4.7.   Without Company's prior written consent, the Customer is not entitled to use, copy or in any other way transfer or use the Software and, as applicable, the Service Products in any manner except as stated in the Order Form or these Terms and Conditions. Consequently, the Customer is not entitled to decompile or disassemble the Software and, as applicable, the Service Products or information or material connected to the Software and, as applicable, the Service Products, except to the extent expressly permitted by mandatory law.

4.8.   Processing third-party data solely for the use of third parties is not permitted unless a separate written agreement is obtained from the Company. Customer shall not act as a service bureau or application service provider that allows third party access to the Software and, as applicable, the Service Products.

4.9.   Marking and/or information regarding patent, copyright or copyright notices in software and, as applicable, the Service Products or computer media through which the Software and, as applicable, the Service Products is accessible to the Customer may not be removed, changed or modified in any way. The same applies to corresponding marking of all documentation provided by Company.

4.10.   Customer is not entitled to grant any sublicenses, lease, lend or in any way let anyone else, whether directly or indirectly or against compensation or free of charge, use or in any way dispose of the Software and, as applicable, the Service Products; provided, however, that nothing herein shall prevent Customer from using the Software and, as applicable, the Service Products in its ordinary course of its business.

5.   Third Party Components.

5.1.   The Software and, as applicable, the Service Products may make use of third party software components ("3rd Party Components"). Copyright notices and/or licenses for 3rd Party Components may be requested by contacting the Company.

5.2.   All 3rd Party Components' license terms work in conjunction with this Agreement and together are complete statements of Customer's rights and restrictions with respect to the Software and, as applicable, the Service Products.

6.   Ownership & Copyright

6.1.   Company and its 3rd Party Component licensors retain exclusive title to and ownership of any copy of the Software and, as applicable, the Service Products licensed under this Agreement.

6.2.   The Company warrants that it has the power to grant the license rights described in these Terms and Conditions. The Software and, as applicable, the Service Products is protected by Israeli, United States, European and other copyright laws and applicable international treaties and/or conventions.

6.3.   The structure, organization, and code are the valuable trade secrets of the Company and its licensors.

6.4.   Customer shall not remove, obscure, or deface any logo, notice, or legend of copyright, trademarks, or trade secrets from the Software and, as applicable, the Service Products.

6.5.   Customer has no right to use any of Company's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

6.6.   From the date of receipt, Customer shall use reasonable efforts to protect the Software from unauthorized use, reproduction, distribution, or publication.

6.7.   The License does not include any transfer to the Customer of Company's or Company's licensors' ownership of the Software (including the computer media through which the Software is made available), such as copyrights, or as applicable, patents rights.

7.   Sample Data. Customer may use the Sample Data provided with the Software and, as applicable, the Service Products to test, evaluate and demonstrate features of the Software and, as applicable, the Service Products, and for no other purpose.

8.   Upgrades.

8.1.   If Customer opt to upgrade the Software from one license type to another (or to an edition with additional functionality), then Customer agrees to uninstall the old Software license key prior to installation of the upgraded Software license key.

8.2.   Customer's license hereunder is not contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.

8.3.   All upgrades are provided to Customer on a license exchange basis. By using the upgraded Software, Customer voluntarily terminates its rights to use any previous version of the Software, except to the extent that the previous version is required to transition to the upgraded Software.

9.   Delivery.

9.1.   The Software and, as applicable, the Service Products shall be delivered in accordance with what is stated in the Order Form.

9.2.   Company is not responsible for the installation of the Software and, as applicable, the Service Products, unless otherwise agreed between the parties in writing. If Company agrees to assist with installation of the Software and, as applicable, the Service Products Customer shall pay for this in accordance with Company's price list for such services in force at the time of the installation.

10.   Liability etc.

10.1.   Examination of the Software and claims. At delivery, the Customer shall examine the functionality and quality of the Software and, as applicable, the Service Products and the media upon which the Software and, as applicable, the Service Products are provided, if any. If the Customer concludes that the Software and, as applicable, the Service Products deviates from the agreed specifications or requirements for the Software and, as applicable, the Service Products or that the media upon which the Software and, as applicable, the Service Products are provided is defective (hereinafter referred to as "Defects"), the Customer shall notify Company in writing within thirty (30) days of delivery, with all available details regarding the alleged Defect. Failing this, the Customer loses the right to claim any support or remedy with respect to any Defects which could have been discovered within such 30-day period.

The Customer's right to claim any support or remedy in accordance with Section 10.2 – 10.4 hereof is further conditioned on full compliance with each and all of the following provisions: (i) the Customer shall have utilized the Software and, as applicable, the Service Products in the work environment prescribed by Company and according to manuals and all other instructions and directions of Company, (ii) the Customer shall have utilized the Software and, as applicable, the Service Products with machine equipment and operative systems stated in the Order Form or in the product specifications provided by Customer and accepted by Company, (iii) it can be shown that the Defect has occurred in an unaltered most current version of the Software or, as applicable, the Service Products, (iv) the Customer at its own costs shall have provided Company with all necessary information and/or material, in order for Company to verify the alleged Defect, and (v) the Defect shall have occurred within one hundred eighty (180) days from delivery of the Software or, as applicable, the Service Products.

10.2.   Third Party Applications for the Software. If Customer uses the Software and, as applicable, the Service Products

in conjunction with applications developed by third parties, Company is not responsible for those applications and is not liable for any loss or damage resulting from the use of such third-party applications. If Company uses a third party application licensed under an open source license in conjunction with the Software and, as applicable, the Service Products, Customer must ensure that its use does not: (a) create, or purport to create, obligations for Company or its 3rd Party Component licensors with respect to the Software and, as applicable, the Service Products; or (b) grant, or purport to grant, any immunities under this Agreement or rights to Companyâ€™s intellectual property.

10.3.   Support and Maintenance.

10.3.1.   Basic Support. Company will, subject to Section 10.1 hereof, free of charge provide the Customer with appropriate existing or available support in case of Defects of the Software or, as applicable, the Service Products caused by factors under Companyâ€™s direct control. The support will be provided within reasonable time from the date Customer has notified Company in writing of the Defect. No guarantee is made that Defects will be corrected or fixed and Company only undertakes to use commercially reasonable efforts to promptly address and resolve Defects.

10.3.2.   Additional Support and Customization. Any additional support and maintenance services (that is, support not related to any Defects) may be provided in annual increments and shall require additional payments (the "Additional Support"). At Customer request, the Company may also offer interactive features that allow Customer to submit new specific customization features to the Software ("Customization"). Any such Additional Support or Customization shall be provided at the request of the Customer, subject to availability by Company. The Customer shall pay Company for such Additional Support and Customization in accordance with Company's price list in effect from time to time, unless otherwise agreed upon in a Statement of Work to be entered into by the Company and Customer (the "SOW"). The use of the products of any such Additional Support and Customization (the "Service Products") shall be, governed by these Terms and Conditions. For clarification purposes, any such Service Products shall not be deemed work made for hireâ€• (within the meaning of 17 United States Code or otherwise) and the Company shall retain, at all times, the exclusive title to and ownership of any copy of the Service Products licensed under this Agreement.

10.4.   Remedy in case of Defects. In case of a Defect, Company will, subject to Section 10.1 hereof, free of charge either, at the option of Company, (i) remedy the Defect, (ii) replace the Software or, as applicable, the Service Products, or (iii) refund the fee.

10.5.   Limited warranty and limitation of liability. Company represents and warrants that the Software (and the media upon which the Software is provided, if any) and, as applicable, the Service Products will be free from defects in material and workmanship for a period of one-hundred-eighty (180) days after delivery. This limited Warranty Period applies only to the original version of the Software and, as applicable, the Service Products, and does not apply to any subsequent versions of the Software and, as applicable, the Service Products.

10.6.   No Warranty if for evaluation purposes. Notwithstanding this section 10, during any evaluation period and in connection with any Sample Data, the Software is provided â€œas-isâ€• without any warranty.

10.7.   EXCEPT FOR THIS WARRANTY, COMPANY MAKES NO, AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND, AS APPLICABLE, THE SERVICE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF COMPANY HAS ANY AUTHORITY TO BIND COMPANY TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS SECTION COMPANY'S SOLE OBLIGATION IN CASE OF A BREACH OF WARRANTY UNDER THIS SECTION SHALL BE AS SET FORTH IN SECTIONS 10.4 HEREOF. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY ASSUMES NO LIABILITY FOR DAMAGE TO ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED, FOR CORRUPTION OF ANY DATA TRANSLATED BY THE SOFTWARE, OR FOR LOSSES ARISING IN THE EVENT THIRD PARTIES ARE ABLE, FOR ANY REASON, TO USE OR ACCESS THE SOFTWARE AND, AS APPLICABLE, THE SERVICE PRODUCTS OR CUSTOMER DATA OR SERVICES WITHOUT CHARGE.

Company shall not be liable at all for the functionality or quality of plug-ins or other auxiliary programs designed to work together with the Software, or for the interoperability of such programs together with the Software.

11.   Infringement Indemnity. Company will defend and indemnify Customer from any action brought against Customer, to the extent that it is based on a claim that the Software or, as applicable, the Service Products infringe a copyright, patent, trademark or other intellectual property right of any third party, provided that: (a) Company is promptly notified in writing

of the claim; (b) Customer provide Company with reasonable assistance, information and authority necessary to negotiate and settle the claim; (c) such claim does not arise from the use of a superseded or modified release of the Software or, as applicable, the Service Products if such infringement would have been avoided by the use of the current or unmodified release of the Software or, as applicable, the Service Products; and (d) such a claim does not arise from the use, operation, or combination of the Software or, as applicable, the Service Products with programs, data, equipment or materials not provided by Company if such infringement would have been avoided by use of the Software or, as applicable, the Service Products without such programs, data, equipment or materials. Should the Software or, as applicable, the Service Products become, or in Companyâ€™s opinion be likely to become, the subject of any such claim of infringement, then Customer will permit Company, at Companyâ€™s option and expense, either to: (a) procure for Customer the right to continue using the Software or, as applicable, the Service Products; or (b) replace or modify all or a portion of the Software or, as applicable, the Service Products so that it is non-infringing. In the event neither of these remedies is available nor practical, Company may terminate this Agreement and return to Customer the initial Software or, as applicable, the Service Products purchase price, reduced on a pro-rated basis by 20% for each year since delivery, as well as a pro-rated refund of any pre-paid support fees for the then-current support term. This section states Companyâ€™s entire obligation for infringement

12.   Term and Termination

12.1.   Period of validity of the License. Unless otherwise specified elsewhere in this Agreement or in the order for the Software and, as applicable, the Service Products, the Software and, as applicable, the Service Products is licensed in perpetuity.

12.2.   Companyâ€™s right of termination. Company shall have the right to terminate the License with immediate effect (and claim damages as set forth in Section 16 hereof) if the Customer should breach any of its material obligations under these Terms and Conditions and fail to cure the breach within thirty (30) days after receipt of written notice from the Company.

12.3.   The Customer shall not be entitled to any refund of the fee irrespective of the reason for termination of the License.

12.4.   If the Software and, as applicable, the Service Products was granted for evaluation purposes, then it automatically terminates on the earlier of: (1) the expiration of 30 days from the original installation of the Software and, as applicable, the Service Products; or (2) when the Software and, as applicable, the Service Products ceases to function as a result of timing out, unless Customer subsequently purchased a license from the Company, in which case these Terms and Conditions shall be deemed to have continued in full force and effect.

13.   Export Controls. Customer acknowledges and understands that the export or re-export of certain goods or technical data from Israel, the United States or Customerâ€™s applicable jurisdiction may be controlled by export control laws. The Software and, as applicable, the Service Products may be subject to such export restrictions. To the extent that it is, the Software may not be shipped, transferred, licensed, exported, or re-exported into any country or used in any manner prohibited by any applicable export laws, restrictions, or regulations. Customer are responsible for obtaining any and all appropriate permissions prior to exporting or re-exporting products incorporating, encompassing, or relying upon the Software and, as applicable, upon the Service Products.

14.   Return of the Software and the Service Products. In case of termination of the License, irrespective of the reason for such termination, the Customer shall immediately delete the Software and, as applicable, the Service Products and any whole or partial copies, codes, modifications, and merged portions in any form any Computer and shall return to Company the Software and, as applicable, the Service Products and all copies, parts and documents related thereto (with exception for archived copies archived by the Customer in accordance with any applicable law). In connection therewith, the Customer shall confirm in writing that it has fully complied with this obligation. On termination, all provisions that operate to protect the rights of Company shall remain in force.

15.   Confidentiality. The Software and, as applicable, the Service Products contains business and professional know-how and other confidential information belonging to Company that have been disclosed and made accessible to third parties only through the License. The Customer is obliged not to make the Software and, as applicable, the Service Products available to third parties without Companyâ€™s written permission, and to take all appropriate measures to prevent disclosure to third parties of such know-how and confidential information. The Customer shall ensure that its employees, agents and other representatives are informed of and complies with this confidentiality obligation as well as the obligations regarding the rules for the use of the Software and, as applicable, the Service Products as set forth in Section 4.

During the term of the License, the Customer shall use, store and maintain the Software and, as applicable, the Service Products in a manner that will prevent any dissemination of know-how and confidential information.

The confidentiality obligation will remain in force after the expiry of the License and these Terms and Conditions.

16. Liability, etc. If the Customers breaches any of the material provisions of these Terms and Conditions, the Customer shall fully compensate Company for any loss incurred by Company as a result thereof.

17. Publication. Customer is willing to assist the Company to publish certain press releases or other communications. Joint press releases shall be mutually approved in advance by the Customer and the Company. Unilateral references or other non-press related communications by one party such as social media, newsletters, websites, presentations, blogs and other methods that may be relevant from time to time, in which the name and/or logo of the other party appears, shall not require the prior written consent of such other party.

18. Force Majeure

18.1. Company shall not be liable to the Customer for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

18.2. Events of force majeure are events beyond the control of Company which occur after the date that these Terms and Conditions has entered into force and which were not reasonably foreseeable at that time and whose effects are not capable of being overcome without reasonable expense and/or loss of time. Events of force majeure shall include (without being limited to) war, civil unrest, blockades, boycotts, strikes, lock-outs and other general labor disputes, acts of government or public authorities, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages of energy, failures in external network, software defects or inefficiencies (other than with respect to the Software), or other defects in computer equipment. Strikes, lock-outs, boycotts or blockades are events of force majeure even if Company has taken the action itself or is the subject of the action.

19. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of Israel notwithstanding any principles of conflicts of law. The competent courts in Tel-Aviv, Israel shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.

20. Assignment. Customer shall not assign any of Customer rights under this Agreement without the prior written consent of the Company. Any purported assignment without such consent shall be null and void.

21. Order of Precedence. These Terms and Conditions supersede the terms in any purchase order or other document Customer gives to Company. These Terms and Conditions may only be modified in a written amendment signed by both parties.

22. Assignment of Service Product.   Without limitation of or derogation from Section 6 above, to the extent required, Customer hereby assigns to Company all of Customer's rights, title and interest in and to all Service Product, and to any and all intellectual property rights which have been or may be obtained with respect to such Service Product, effective immediately upon conception, origination, creation, preparation or discovery thereof and regardless of the medium of expression thereof, to the Company. Further, whenever requested, Customer immediately shall execute a confirmatory assignment of any particular items(s) of Service Product in such reasonable form as may be satisfactory to Company, shall testify in all legal proceedings, sign all lawful papers and otherwise perform all acts necessary or appropriate to enable Company to obtain and enforce all available legal protections for all such Service Products in all countries. All Service Product are and shall remain the exclusive property of the Company, and Customer shall be deemed to have assigned and relinquished all rights, title and interest in and to such Service Product by virtue of this Section 22.

23. Miscellaneous. If any provision of These Terms and Conditions is found to be unenforceable or invalid by a court of competent jurisdiction, such provision will be interpreted so as to best accomplish its objectives and the remainder of These Terms and Conditions will remain valid. Neither These Terms and Conditions, nor any terms and conditions contained in it, shall be construed as creating or constituting a partnership, joint venture, agency, or other similar relationship between the parties. Except as expressly provided, no other right or license is granted under These Terms and Conditions.

****

These Terms and Conditions, including all exhibits and addendum hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.